

BILL NO. S-76-02-10

SPECIAL ORDINANCE NO. S-55-76

AN ORDINANCE approving an Agreement for  
Sewer Extension in Sanibel Acres

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. That the Agreement dated January 7, 1976,  
between the City of Fort Wayne, by and through its Mayor and the  
Board of Public Works and AMBASSADOR HOMES, INC., for:

Construction of a Sanitary Sewer described as follows:

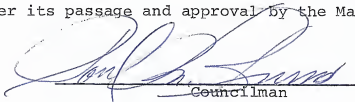
Sanitary Main #1 - Commencing at an existing manhole  
located along the East side of Hobson Road and 50 feet  
South of St. Croix Drive; thence South 155 feet to man-  
hole #1; thence Southeast 375 feet to manhole #2; said  
line runs 30 feet South of and parallel to the South  
line of Sanibel Acres, Section B. Said sewer shall be  
15 inches in diameter.

Sanitary Lateral #1 - Commencing at the above referenced  
manhole #1; thence South 210 feet to manhole #1-A. Said  
sewer shall be 8 inches in diameter.

Sanitary Lateral # 2 - Commencing at the above referenced  
manhole #2; thence South 133 feet to a cleanout. Said  
sewer shall be 8 inches in diameter

all as more particularly set forth in said Agreement, which is on  
file in the Office of the Board of Public Works and is by reference  
incorporated herein, made a part hereof and is hereby in all things  
ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and  
effect from and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,

  
CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Talarico, and duly adopted; read the second time by title and referred to the Committee on City of Titus (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 2-10-76

Charles W. Titus  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage. Passed (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-HIT
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

Date: 2-24-76

Charles W. Titus  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-55-76 on the 24th day of February, 1976.

ATTEST:

(SEAL)

Charles W. Titus  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of February, 1976, at the hour of 2:00 o'clock P. M., E.S.T.

Charles W. Titus  
CITY CLERK

Approved and signed by me this 25th day of February, 1976, at the hour of 6:00 o'clock P. M., E.S.T.

Robert E. Anschong  
MAYOR

Bill No. S-76-02-10

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving an Agreement for Sewer Extension in Sanibel Acres

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance ed PASS.

Paul M. Burns - Chairman

John Nuckols - Vice-Chairman

William T. Hinga

Fredrick R. Hunter

Samuel J. Talarico

DATE 2-24-76 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

( 63-26-2 1/2 14.I.  
1/22/76

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 7 day of  
JANUARY, 1976, by and between AMBASSADOR HOMES, INC.,  
hereinafter referred to as "DEVELOPER", and the CITY OF FORT  
WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter  
referred to as "CITY",

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary  
sewer described as follows:

Sanitary Main #1

Commencing at an existing manhole located along  
the East side of Hobson Road and 50 feet South  
of St. Croix Drive; thence South 155 feet to  
manhole #1; thence Southeast 375 feet to manhole  
#2; said line runs 30 feet South of and parallel  
to the South line of Sanibel Acres, Section B.  
Said sewer shall be 15 inches in diameter.

Sanitary Lateral #1

Commencing at the above referenced manhole #1;  
thence South 210 feet to manhole #1-A. Said  
sewer shall be 8 inches in diameter.

Sanitary Lateral #2

Commencing at the above referenced manhole #2;  
thence South 133 feet to a cleanout. Said  
sewer shall be 8 inches in diameter.

in accordance with plans, specifications and profiles heretofore  
submitted to the City and now on file in the office of the Chief  
Engineer of the Water Pollution Control Utilities of the City,  
and known as Sanitary Sewers to the real estate described on  
Exhibit "A" attached hereto, which plans, specifications, profiles  
are by reference incorporated herein and made a part hereof.  
The said sewer will serve not only the land in which the

Developer has or has had an interest, but additional areas outside said real estate of the Developer.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER:

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be non-compliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION:

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER:

Said sewer when accepted by the City will serve the real estate described on Exhibit "A" attached hereto.

4. CHARGES AGAINST AREA:

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City Sewer mains and treatment of sewage therefrom.

5. OVERSIZING CHARGES:

The City in consideration of the required oversizing cost for Sanitary Main #1, which is in the amount of \$ 3,800.00, will credit the Developer all its area connection fees which have been established by Board of Public Works, Resolution #61-140-11, on the aforescribed 3.23 acre tract of \$1,534.25 and the City will pay the Developer upon the satisfactory completion and acceptance of Sanitary Main #1 a lump sum in the amount of the difference which is the sum of \$ 2,265.75.

6. BOND:

This contract is subject to Developer furnishing a satisfactory Guaranty Bond for 100% of the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

7. LIMITATION ON USE:

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

8. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION:

The Developer, for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for itself, its successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Exhibit "A" herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any

interest or title in and to any of the real estate described in Exhibit "A" herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchase, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

9. COUNCILMANIC APPROVAL:

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted ordinance, and if such ordinance is not adopted within a period of ninety (90) days after execution



thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this agreement the day and year first above written.

AMBASSADOR HOMES, INC.

BY: Richard P. Liechty  
Richard P. Liechty, President

CITY OF FORT WAYNE, INDIANA

BY: Robert C. Washington  
Mayor

BOARD OF PUBLIC WORKS

Henry P. McKeen  
E. W. P. M.  
May 9, 1900

ATTEST:

Alfred Miller  
Clerk

Approved as to form and legality

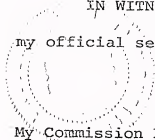
This instrument prepared by:  
Richard I. Snouffer

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, a Notary Public, in and for said County and State, this 7 day of January, 1976, personally appeared the within named Richard P. Liechty, who being by me first duly sworn upon his oath says that he is President of Ambassador Homes, Inc.,

and as such, is duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.



Linda S. Nicholas  
LINDA S. NICHOLAS, Notary Public

My Commission Expires:  
10-20-78

STATE OF INDIANA )  
                              ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Mayor Robert E. Armstrong and Henry P. Hehenberg, Ethel A. LaMar, Mary G. Smith and Ursula Miller, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Anne C. Zol  
Anne C. Zol, Notary Public

My Commission Expires:  
March 6, 1976

# EXHIBIT (A) LEGAL DESCRIPTION

A fractional part of Block "A" of Sanibel Acres, Section "B", a subdivision in the Northwest quarter, Section 29, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Beginning at the Northwest corner of Lot #44 of Sanibel Acres, Section "B", at the Easterly 40 feet right-of-way line of Hobson Road; thence North 00 degrees 00 minutes 00 seconds East (assumed) along the Easterly 40 feet right-of-way line of Hobson Road a distance of 223.3 feet to the Southwest corner of Lot #28 of Sanibel Acres, Section "B"; thence South 81 degrees 24 minutes 51 seconds East along the North line of Block "A" and the South lines of Lots numbered 28 thru 32 inclusive all of Sanibel Acres Section "B", a distance of 546.94 feet; thence South 00 degrees 08 minutes 15 seconds West a distance of 142.49 feet to a point on the North line of Lot #45 of Sanibel Acres, Section "B"; thence North 89 degrees 54 minutes 45 seconds West along the North line of Lot #45 a distance of 34.0 feet to the Northwest corner of Lot #45; thence South 00 degrees 08 minutes 15 seconds West along the West line of Lot #45 a distance of 100.0 feet to the Southwest corner of Lot #45 said point also being the Northwest corner of Lot #39 of Sanibel Acres, Section "B"; thence North 89 degrees 54 minutes 45 seconds West along the South line of Block "A" and the North line of Lots #40 thru 43 inclusive a distance of 326.23 feet to the Southeast corner of Lot #44 also being the Northwest corner of Lot #43; thence North 00 degrees 00 minutes 00 seconds East along the East line of Lot #44 a distance of 100.0 feet to the Northeast corner of Lot #44; thence North 89 degrees 54 minutes 45 seconds West along the North line of Lot #44 a distance of 180 feet to the point of beginning except that portion of Cherrystone Court right-of-way lying within Block "A", a cul-de-sac street being 50 feet wide with a 50 foot radius circular turnaround about its termination point for roadway purposes 25 feet each side of the following described centerline: Commencing at the Southwest corner of Lot #31 of Sanibel Acres, Section "B"; thence South 81 degrees 24 minutes 51 seconds East along the South line of Lot #31 a distance of 15.67 feet to the point of beginning; thence South 00 degrees 03 minutes 21 seconds West along the said centerline a distance of 121.22 feet to the termination point also being the center point of a circular right-of-way easement having a radius of 50 feet and a central angle of 300 degrees. The boundaries of the easement are extended or shortened so as to terminate with their intersection with the preceding and following described boundaries of said easement or the North line of Block "A" of Sanibel Acres, Section "B". The subtended West tangent right-of-way length being 81.66 feet and the subtended East tangent right-of-way length being 74.16 feet. This fractional portion as described contains 2.739 acres more or less and is subject to all easements of record.

Also Lot #44 of Sanibel Acres, Section "B", a subdivision in the Northwest quarter, Section 29, Township 31 North, Range 13 East, Allen County, Indiana, containing 0.413 acres more or less.

Also the West 34 feet of Lot #45 of Sanibel Acres, Section "B", a subdivision in the Northwest quarter, Section 29, Township 31 North, Range 13 East, Allen County, Indiana, containing 0.078 acres more or less.

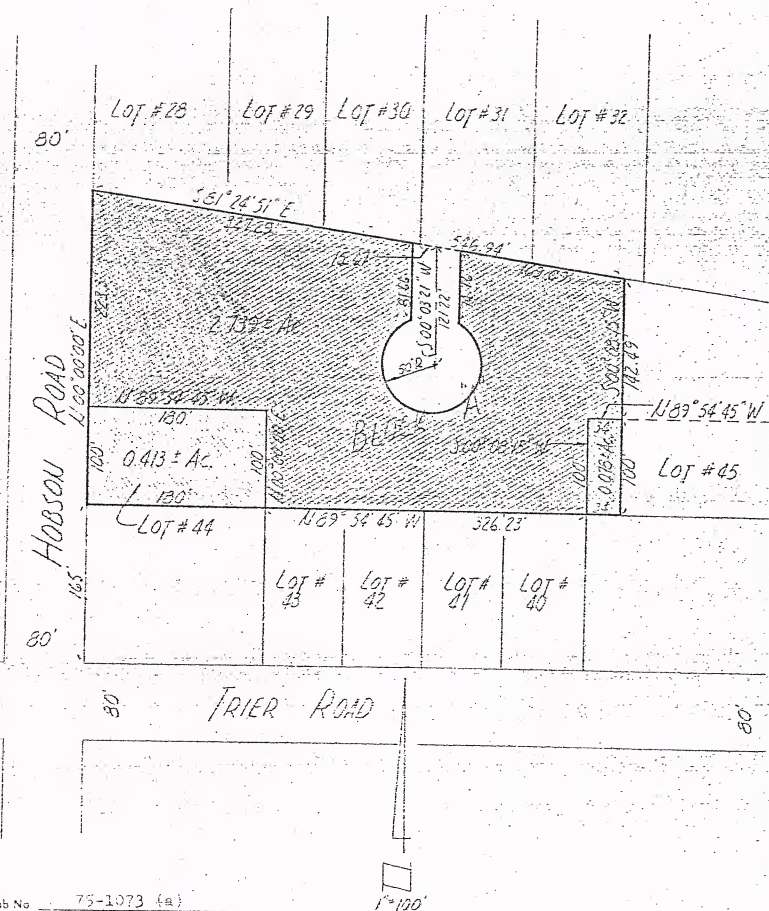
Prepared by: Turnbell-Green and Associates, Inc.  
 Job No: 75-1073 (a)  
 Date: December 11, 1975  
 For: Orrin Sessions

TURNBELL-GREEN AND ASSOCIATES, INC.  
ENGINEERS & SURVEYORS  
ROBERT C. TURNBELL, P.E., L.S. KEITH E. SMITH, L.S.  
FORT WAYNE, INDIANA 46805

The undersigned Land Surveyor, registered as provided by Acts of the General Assembly of the State of Indiana, hereby certifies that he has made a re-examination of the real estate described and described below. Measurements were made in feet and decimals and the corners were perpetuated as shown, in conformity with the plat and read record thereof in the Office of the Recorder of Allen County, Indiana. No encroachment existed, except as noted. The description of the real estate is as follows, to wit:

SEE PLAT DESCRIPTION SHEET 2 OF 2

SHEET 1 OF 2



Job No. 75-1073 (a)  
For Orrin Sessions

IN WITNESS WHEREOF, I hereunto place my hand  
and seal this 11th day of December 1975

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

*2-76-02-10*

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Ambassador Homes, Inc. the Developer, desires to construct a sanitary sewer for Sanibel Acres. Cost will be borne totally by developer excepting for cost of oversizing Sanitary Main #1 in amount of \$3,800.00, less area connection fee of \$1,534.25, for a total amount of \$2,265.75 which will be borne by the City.

EFFECT OF PASSAGE Extension of Sanitary Service and future City Utility customers.

EFFECT OF NON-PASSAGE Failure to provide sewer services where said services are needed.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$2,265.75 to be paid from Sewer Utility Fund.

ASSIGNED TO COMMITTEE

*City Utility*